instruction and clinical experience received in an infirmary is *held*, in *Gray Street Infirmary* v. *Louisville* (Ky.), 55 L. R. A. 270, not to be exempt from taxation as a purely public charity, although a great deal of charitable work is done in it.

TELEPHONE COMPANIES—RIGHT OF SUBSCRIBER TO USE EXTENSION INSTRUMENTS.—A telephone company, although having a monopoly of the business in a particular city, is *held*, in *Gardner* v. *Providence Telephone Co.* (R. I.), 55 L. R. A. 113, to have a right to deprive a customer of service upon his refusal to discontinue the use, in connection with its wires on his premises, of extension instruments not furnished by it, where it is able and willing to furnish such instruments upon reasonable terms.

FIERI FACIAS—LEVY UNDER VOID OR VOIDABLE JUDGMENT.—A legal levy on personal property of a writ of execution valid on its face, issued on a judgment voidable only, and not void, and taking possession of the property levied upon by the officer serving the writ, are *held*, in *Pitkin & Brooks* v. *Burnham H. M. Co.* (Neb.), 55 L. R. A. 280, to place the property *in custodia legis*.

With this case is a note collating the authorities on effect of levy under void or voidable judgment.

MASTER AND SERVANT—INJURIES TO THIRD PERSONS.—A motion by a servant employed to drag bales of cotton from a sidewalk into a warehouse, as if to throw the iron hook furnished him to aid in the work at some boys playing upon the bales, but who are in no way interfering with his work, to frighten them away, is *held*, in *Guille* v. *Campbell* (Pa.), 55 L. R. A. 111, not fairly to tend to effectuate the discharge of his duty, so as to render his master liable for an injury to a bystander, caused by the slipping of the hook from his hand.

ACCIDENT INSURANCE—FAILURE TO GIVE NOTICE.—A person who suffered a fall by accident, resulting in concussion of the brain, which deranged and crazed his mind so that he could not intelligently give the notice and required information regarding the accident within the time stipulated in an accident insurance policy, is *held*, in *Woodmen Acci. Asso.* v. *Byers* (Neb.), 55 L. R. A. 291, to be excused in law from compliance with the condition of the policy in that regard, during the time of the existence of the disability.

See 7 Va. Law Register, 67.

LANDLORD AND TENANT—LIABILITY FOR EJECTING SICK TENANT AFTER EXPIRATION OF TERM.—Removing a tenant and his family from the leased premises under a judgment of forcible entry and detainer, on a cold day, at a time when his child is visibly broken out with measles, is *held*, in *Bradshaw* v. *Frazier* (Iowa), 55 L. R. A. 258, to be an abuse of legal process, which will render the landlord liable for the injurious consequences to the child.

With this case there is a note reviewing the authorities on liability for ejecting sick tenant, lodgers, or other occupants from building when right of occupancy has terminated.